

LAW OFFICES OF RICHARD A. FOGEL, PLLC
2730 STEMMONS FREEWAY
SUITE 813
DALLAS, TEXAS 75207
(214)267-9110
(214)267-9115

May 23, 2001

Secretary
Surface Transportation Board
1925 K Street N.W., Room 704
Washington, D.C. 20036
Attention: Recordation

RECORDATION NO. 17848-BBB FILED
MAY 29 '01 12-42 PM
SURFACE TRANSPORTATION BOARD

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 9-14)

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Surface Transportation Board ("STB") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of Fourteenth Supplement to Equipment Trust Agreement, a primary document, dated as of May 21, 2001, between Trinity Industries Leasing Company (the "Company") and The Bank of New York, as Successor Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated May 21, 2001, between the Company ("Assignor") and the Bank, as Successor Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Company ("Seller") and the Bank, as Successor Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee ("Seller") and the Company ("Buyer").

The enclosed Fourteenth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of June 30, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 17848 on July 1, 1992, along with an Assignment and Bill of Sale under Recordation Nos. 17848-B and 17848-A, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to various railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is 101 Barclay, (21W), New York, NY 10286.

The railroad equipment covered by the Fourteenth Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

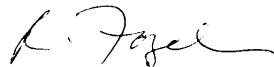
Enclosed is our firm's check in the amount of \$112.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Fourteenth Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Fourteenth Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

- (a) Primary Documents. (i) Fourteenth Supplement to Equipment Trust Agreement, a primary document, dated as of May 21, 2001, between the Company (as vendor and lessee), and the Bank, as Successor Trustee, and covering various railcars, and (ii) Assignment, a primary document, dated May 21, 2001, between the Company (as Assignor), and the Bank, as Successor Trustee, and covering various railcars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated May 21, 2001, between the Company (as Seller), and the Bank, as Successor Trustee (as Buyer), and covering various railroad cars, and connected to the Fourteenth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee (as Seller) and the Company (as Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of June 30, 1992 referred to above.

Very truly yours,



Richard A. Fogel

RAF:slg
Enclosures

cc: Neil Shoop

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

RECORDATION NO. 17848-BBB FILED

MAY 29 '01 12-42 PM

SURFACE TRANSPORTATION BOARD

**FOURTEENTH SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 9)

Dated as of May 21, 2001

Between

THE BANK OF NEW YORK,
Successor Trustee

AND

TRINITY INDUSTRIES LEASING COMPANY

(Series 9-14)

FOURTEENTH SUPPLEMENT dated as of May 21, 2001 (herein called this "Fourteenth Supplement"), to the Equipment Trust Agreement dated as of June 30, 1992 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and THE BANK OF NEW YORK, a New York Banking Corporation, as Successor Trustee (hereinafter in such capacity called the "Trustee").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Surface Transportation Board (the "STB") on July 1, 1992 under Recordation No. 17848.

B. The First Supplement to the Trust Agreement dated September 16, 1992 was filed with the STB on September 21, 1992, under Recordation No. 17848-D. The Second Supplement to the Trust Agreement dated March 17, 1995 was filed with the STB on March 21, 1995, under Recordation No. 17848-F. The Third Supplement to the Trust Agreement dated September 25, 1995 was filed with the STB on September 25, 1995, under Recordation No. 17848-J. The Fourth Supplement to the Trust Agreement dated August 27, 1996 was filed with the STB on September 3, 1996, under Recordation No. 17848-O. The Fifth Supplement to the Trust Agreement dated December 5, 1996 was filed with the STB on December 19, 1996 under Recordation No. 17848-R. The Sixth Supplement to the Trust Agreement dated March 20, 1997 was filed with the STB on March 26, 1997 under Recordation No. 17848-V. The Seventh Supplement to the Trust Agreement dated March 23, 1998 was filed with the STB on March 26, 1998 under Recordation No. 17848-Z. The Eighth Supplement to the Trust Agreement dated March 24, 1999 was filed with the STB on March 30, 1999 under Recordation No. 17848-DD. The Ninth Supplement to the Trust Agreement dated December 21, 1999 was filed with the STB on December 29, 1999 under Recordation No. 17848-HH. The Tenth Supplement to the Trust Agreement dated July 13, 2000 was filed with the STB on July 18, 2000 under Recordation No. 17848-LL. The Eleventh Supplement to the Trust Agreement dated September 5, 2000 was filed with the STB on September 13, 2000 under Recordation No. 17848-PP. The Twelfth Supplement to the Trust Agreement dated March 13, 2001 was filed with the STB on March 19, 2001 under Recordation No. 17848-TT. The Thirteenth Supplement to the Trust Agreement dated May 2, 2001 was filed with the STB on May 8, 2001 under Recordation No. 17848-XX.

C. The Company has, pursuant to Section 5.05(a) of the Trust Agreement, issued its Request that the Trustee assign to the Company the railcars covered by the Existing Lease described in Exhibit C hereto (the "Assigned Equipment").

D. Pursuant to Section 5.05(a) of the Trust Agreement and such Request, the Company desires to convey to the Trustee other Equipment described in Exhibits A and B hereto of an aggregate fair value no less than the fair value of the Assigned Equipment (the "Substituted Equipment").

E. The parties desire to supplement and amend the Trust Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended by adding to Exhibits A & B to the Trust Agreement the descriptions of the Substituted Equipment and Existing Leases contained in Exhibits A and B hereto; and in accordance with Section 4.01 of the Trust Agreement, the Substituted Equipment shall be Trust Equipment and shall be included in the trust created thereunder and subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

3. Terms used in this Supplement all have the respective meanings ascribed to them in the Trust Agreement.

4. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement through this Supplement.

5. This Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Supplement. It shall not be necessary in making proof of this Supplement to produce or account for more than one such counterpart.

6. This Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas (including the conflicts of laws rules), including all matters of construction, validity and performance.

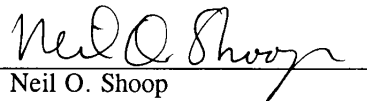
IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

Attest:


Secretary

By:


Neil O. Shoop
Treasurer

THE BANK OF NEW YORK, Successor Trustee

By: [Signature]
Name: REMO J. REALE
Title: Vice President

Attest:
[Signature]

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On this 21st day of May, 2001, before me personally appeared Neil O. Shoop, to me personally known, who being by me duly sworn, says that he is the Treasurer of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

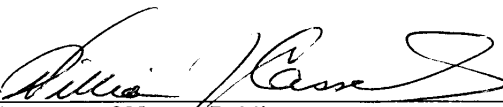


[Signature]
Signature of Notary Public

My Commission Expires: _____

STATE OF NEW YORK §
 § ss.
COUNTY OF NEW YORK §

On this ____ day of May, 2001, before me personally appeared REMO J. REALE
_____ to me personally known, who being by me duly sworn, says that he is the Vice President
of THE BANK OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and sealed on behalf of said corporation
by authority of its Board of Directors and he acknowledges that the execution of the foregoing
instrument was the free act and deed of said corporation.



Signature of Notary Public

My Commission Expires: _____

WILLIAM J. CASSELS
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Commission Expires May 18, 2002

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

Series 9

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
1. 4 Tank Cars	111A100W1	25,498 Gal.	CAGX 980084-980087	06/98

Series 9

EXHIBIT C
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
1. 3 Hopper Cars	Lo	5,125 cu. ft.	TILX 5548-5550	07/97

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May 23, 2001

Secretary
Surface Transportation Board
1925 K Street N.W., Room 704
Washington, D.C. 20036
Attention: Recordation

RECORDATION NO. 17848-CCC FILED

MAY 29 '01 12:51 PM

SURFACE TRANSPORTATION BOARD

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 9-14)

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Surface Transportation Board ("STB") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of Fourteenth Supplement to Equipment Trust Agreement, a primary document, dated as of May 21, 2001, between Trinity Industries Leasing Company (the "Company") and The Bank of New York, as Successor Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated May 21, 2001, between the Company ("Assignor") and the Bank, as Successor Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Company ("Seller") and the Bank, as Successor Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee ("Seller") and the Company ("Buyer").

The enclosed Fourteenth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of June 30, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 17848 on July 1, 1992, along with an Assignment and Bill of Sale under Recordation Nos. 17848-B and 17848-A, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to various railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is 101 Barclay, (21W), New York, NY 10286.

The railroad equipment covered by the Fourteenth Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

Enclosed is our firm's check in the amount of \$112.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Fourteenth Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Fourteenth Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

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- (b) Secondary Documents. Bill of Sale, a secondary document, dated May 21, 2001, between the Company (as Seller), and the Bank, as Successor Trustee (as Buyer), and covering various railroad cars, and connected to the Fourteenth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee (as Seller) and the Company (as Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of June 30, 1992 referred to above.

Very truly yours,



Richard A. Fogel

RAF:slg
Enclosures

cc: Neil Shoop

EXHIBIT A

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4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

RECORDATION NO. 17848-CLL FILED

MAY 29 '01 12:51 PM

Series 9-14

SURFACE TRANSPORTATION BOARD

ASSIGNMENT dated May 21, 2001 between The Bank of New York, a New York Banking Corporation, acting as successor trustee under the Trust Agreement, as hereinafter defined (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

Preliminary Statement

The Company and the Trustee have entered into the Equipment Trust Agreement dated as of June 30, 1992 (the "Trust Agreement").

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto and more particularly identified in Exhibit B hereto (hereinafter called the "Trust Equipment") pursuant to the Fourteenth Supplement to Equipment Trust Agreement, dated as of the date hereof between the Company and the Trustee.

Title to the Trust Equipment is to be vested in and is to be retained by the Trustee and the Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A (hereinafter, whether one or more the "Leases") between the Company and the lessee or lessees named therein.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of lessees under the Leases, the Company hereby grants a security interest in, and assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest now or hereafter acquired as lessor in, to and under the Leases described in Exhibit A hereto and any amendments to or modifications thereof, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Leases in respect of the units of Trust Equipment covered thereby, including, but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases, (ii) all of the Company's right, title and interest now or hereafter acquired as lessor (or as manager or agent for the Trustee) in, to and under any and all leases, car hire contracts or agreements, rental contracts or agreements or other agreements for the lease, rental or use of the Trust Equipment (hereinafter, whether one or more, the "Future Leases"), including but not limited to the Company's right to receive and collect all lease payments, rentals, car hire, mileage allowances, mileage credits, excess mileage allowance, excess mileage credits, insurance proceeds, per diem mileage, liquidated damages, proceeds of sale and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company thereunder or therefrom and from the Trust Equipment, and (iii) all the Company's right to receive and collect all mileage allowance, per diem mileage, insurance

proceeds or other payments, income and revenue now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases, the Future Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases or the Future Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or Future Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Leases and Future Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar and only insofar as such Leases and Future Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto (but does not apply to any rail cars added to such Leases or Future Leases which is not Trust Equipment).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases and Future Leases, and that the Trustee, so long as any such lessee is not in default under its Lease or Future Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease or Future Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases and Future Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases or Future Leases.

5. The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or Future Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or Future Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or Future Lease or any payments in respect of the Trust Equipment shall revert to the Company.

(b) Upon the release of any unit of Trust Equipment pursuant to Section 5.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases and Future Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and such rights shall revert to the Company or to such person or persons as may be legally entitled thereto; provided, however, that an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or Future Lease or otherwise, or to enforce any provisions of any Lease or Future Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever, specifically including any of the foregoing arising from the Trustee's simple negligence, but excluding any of the foregoing arising from the Trustee's gross negligence or willful misconduct.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2000 Gardner Expressway, Quincy, Illinois 62306-0867, Attention: Treasurer (with a copy to Trinity Industries, Inc., by courier, at 2525 Stemmons Freeway, Dallas, Texas 75207, Attention: Treasurer or by mail, to P.O. Box 568887, Dallas, Texas 75356-8887, Attention: Treasurer), or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, at 101 Barclay (21W) New York, NY 10286, Attention: Corporate Trust, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. The Company will furnish to the Trustee any information which it may from time to time request regarding the Leases and the Future Leases and will permit representatives of the Trustee to inspect the Company's records regarding the Leases and the Future Leases during business hours at a time which is acceptable to the Company.


11. The Company shall execute Assignments (as defined in the Trust Agreement) covering all Future Leases, insofar and only insofar as such Future Leases cover Trust Equipment, and shall cause such Assignments to be recorded with the Surface Transportation Board pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised. The Company shall also cause a Uniform Commercial Code financing statement covering such Future Leases, to the extent that they cover Trust Equipment, to be properly filed with the Secretaries of State of the State of Texas and of the State of Illinois.

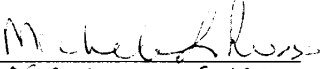
12. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

13. THE PROVISIONS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

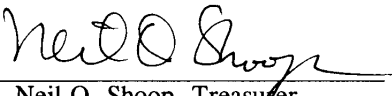
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized duly attested by their authorized officers as of the day and year first written.

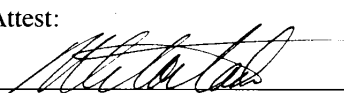
THE BANK OF NEW YORK,
Successor Trustee

By: 
Vice President

Attest: 
Its: ASSISTANT VICE PRESIDENT

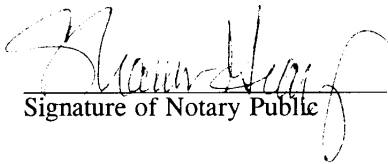
TRINITY INDUSTRIES LEASING COMPANY

By: 
Neil O. Shoop, Treasurer

Attest: 
Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 21st day of May, 2001, before me personally appeared Neil O. Shoop, to me personally known, who being by me duly sworn, says that he is the Treasurer of Trinity Industries Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



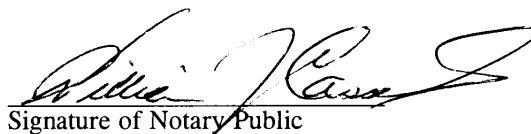
Signature of Notary Public



My Commission Expires:

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

On this ____ day of May, 2001, before me personally appeared REMO J. REALE, to me personally known, who being by me duly sworn, says that he is the Vice President of The Bank of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Signature of Notary Public

My Commission Expires:

WILLIAM J. CASSELS
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Commission Expires May 16, 2002

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

Series 9

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
1. 4 Tank Cars	111A100W1	25,498 Gal.	CAGX 980084-980087	06/98

LAW OFFICES OF RICHARD A. FOGEL, PLLC
2730 STEMMONS FREEWAY
SUITE 813
DALLAS, TEXAS 75207
(214)267-9110
(214)267-9115

May 23, 2001

Secretary
Surface Transportation Board
1925 K Street N.W., Room 704
Washington, D.C. 20036
Attention: Recordation

RECORDATION NO. 17848-000 FILED
MAY 29 '01 12:58 PM
SURFACE TRANSPORTATION BOARD

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 9-14)

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Surface Transportation Board ("STB") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of Fourteenth Supplement to Equipment Trust Agreement, a primary document, dated as of May 21, 2001, between Trinity Industries Leasing Company (the "Company") and The Bank of New York, as Successor Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated May 21, 2001, between the Company ("Assignor") and the Bank, as Successor Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Company ("Seller") and the Bank, as Successor Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee ("Seller") and the Company ("Buyer").

The enclosed Fourteenth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of June 30, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 17848 on July 1, 1992, along with an Assignment and Bill of Sale under Recordation Nos. 17848-B and 17848-A, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to various railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is 101 Barclay, (21W), New York, NY 10286.

The railroad equipment covered by the Fourteenth Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

Enclosed is our firm's check in the amount of \$112.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Fourteenth Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Fourteenth Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

- (a) Primary Documents. (i) Fourteenth Supplement to Equipment Trust Agreement, a primary document, dated as of May 21, 2001, between the Company (as vendor and lessee), and the Bank, as Successor Trustee, and covering various railcars, and (ii) Assignment, a primary document, dated May 21, 2001, between the Company (as Assignor), and the Bank, as Successor Trustee, and covering various railcars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated May 21, 2001, between the Company (as Seller), and the Bank, as Successor Trustee (as Buyer), and covering various railroad cars, and connected to the Fourteenth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee (as Seller) and the Company (as Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of June 30, 1992 referred to above.

Very truly yours,



Richard A. Fogel

RAF:slg
Enclosures

cc: Neil Shoop

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

TRINITY INDUSTRIES LEASING COMPANY

(Series 9-14)

Equipment Trust, Series 9

Bill of Sale

THIS AGREEMENT, dated the 21st day of May, 2001, between Trinity Industries Leasing Company, a Delaware Corporation, (hereinafter called "Seller"), and The Bank of New York, a New York Banking Corporation, as Successor Trustee (hereinafter called "Buyer"), as contemplated by the Fourteenth Supplement to Equipment Trust Agreement dated as of May 21, 2001, supplementing and amending the Equipment Trust Agreement dated as of June 30, 1992 (the "Equipment Trust Agreement"), between Seller and Buyer.

W I T N E S S E T H :

That in consideration of \$10.00 in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, grant and convey to the Buyer, its successors and assigns, the following described equipment:

The railcars described in Exhibit A and more particularly identified in Exhibit B and incorporated by reference herein (the "Equipment").

Seller hereby warrants that Seller has good and marketable title to the Equipment, that Seller's title to the Equipment is free from all liens and encumbrances (including any leasehold interests therein) other than the Existing Leases described in the attached Exhibit A, the Assignment of even date herewith between the Seller and Buyer and the rights of Seller under the Equipment Trust Agreement, and Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims.

TRINITY INDUSTRIES LEASING COMPANY

By: Neil O. Shoop
Neil O. Shoop
Treasurer

ATTEST:

[Signature]
Secretary

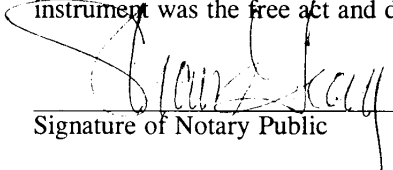
RECORDATION NO. 17848-000 FILED

MAY 29 '01 12-58 PM

SURFACE TRANSPORTATION BOARD

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 21st day of May, 2001 before me, personally appeared Neil O. Shoop, to me personally known, who being by me duly sworn, says that he is the Vice President of Trinity Industries Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Signature of Notary Public



My Commission expires:

b-s-tile.9-14

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

Series 9

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
1. 4 Tank Cars	111A100W1	25,498 Gal.	CAGX 980084-980087	06/98

LAW OFFICES OF RICHARD A. FOGEL, PLLC
2730 STEMMONS FREEWAY
SUITE 813
DALLAS, TEXAS 75207
(214)267-9110
(214)267-9115

May 23, 2001

Secretary
Surface Transportation Board
1925 K Street N.W., Room 704
Washington, D.C. 20036
Attention: Recordation

RECORDATION NO. 17848-EEE FILED
MAY 29 '01 3:11 PM
SURFACE TRANSPORTATION BOARD

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 9-14)

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Surface Transportation Board ("STB") thereunder, enclosed herewith for filing and recordation are the following documents:

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3. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Company ("Seller") and the Bank, as Successor Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee ("Seller") and the Company ("Buyer").

The enclosed Fourteenth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of June 30, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 17848 on July 1, 1992, along with an Assignment and Bill of Sale under Recordation Nos. 17848-B and 17848-A, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to various railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is 101 Barclay, (21W), New York, NY 10286.

The railroad equipment covered by the Fourteenth Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

Enclosed is our firm's check in the amount of \$112.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Fourteenth Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Fourteenth Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

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- (b) Secondary Documents. Bill of Sale, a secondary document, dated May 21, 2001, between the Company (as Seller), and the Bank, as Successor Trustee (as Buyer), and covering various railroad cars, and connected to the Fourteenth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated May 21, 2001, between the Bank, as Successor Trustee (as Seller) and the Company (as Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of June 30, 1992 referred to above.

Very truly yours,



Richard A. Fogel

RAF:slg
Enclosures

cc: Neil Shoop

EXHIBIT A

1. Master Rail Lease Agreement, dated August 12, 1998, between Trinity Industries Leasing Company and ConAgra, Inc., covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	25,498 Gal. 111A100W1 Tank Cars	CAGX 980084-980087

BILL OF SALE

(Series 9-14)

**THE BANK OF NEW YORK,
AS TRUSTEE
TO**

TRINITY INDUSTRIES LEASING COMPANY

The Bank of New York, as Successor Trustee (the "Trustee"), in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents does hereby bargain, sell, assign, and transfer unto Trinity Industries Leasing Company (the "Company"), a Delaware corporation, pursuant to Section 5.05(a) of that certain Equipment Trust Agreement dated as of June 30, 1992 (the "Agreement") by and between the Trustee and the Company and the Request delivered to the Trustee by the Company dated May 21, 2001, all the right, title and interest of the Trustee, as Trustee under the Agreement, in and to the railcars (the "Trust Equipment") covered by the Railroad Car Lease Agreement described on Exhibit A and Exhibit B hereto, together with all right, title and interest of the Trustee in and to the existing lease or sublease in respect of the Trust Equipment as described on Exhibit A hereto (the "Existing Lease").

The Trustee hereby warrants that it has not caused any liens or encumbrances to have been placed on the Trust Equipment, other than the Existing Lease and the rights of the Company under the Agreement.

IN WITNESS WHEREOF, The Bank of New York as such trustee has caused this Bill of Sale to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, duly attested, effective this 21 day of May, 2001.

THE BANK OF NEW YORK

By: 

Vice President

Attest:


Assistant Vice President

RECORDATION NO. 17848-EEB FILED

MAY 29 '01 13:11 PM

SURFACE TRANSPORTATION BOARD

STATE OF NEW YORK

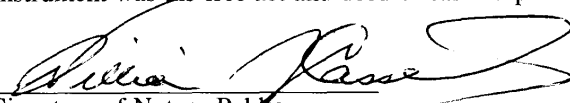
§

COUNTY OF NEW YORK

§

§

On this 21 day of May, 2001, before me personally appeared REMO J. REALE, to me personally known, who being by me duly sworn, says that he is the Vice President of The Bank of New York; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires:

WILLIAM J. CASSELES
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Commission Expires May 16, 2002

EXHIBIT A

1. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc., covering the following described railroad cars (Partial Rider 33):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	5,125 cu. ft. Lo Covered Hopper Cars	TILX 5548-5550

Series 9

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
1. 3 Hopper Cars	Lo	5,125 cu. ft.	TILX 5548-5550	07/97